# EXHIBIT 129

Excerpts of the 30(b)(6)
Deposition of Ike Lawrence
Epstein on Zuffa
Acquisitions (12/2/16)
(Redacted)

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

CUNG LE; NATHAN QUARRY, JON )
FITCH, on behalf of )
themselves and all others )
similarly situated, )

Plaintiffs, )
vs. ) Case No.
2:15-cv-01045-RFB-(PAL)

ZUFFA, LLC, d/b/a Ultimate )
Fighting Championship and )
UFC, )
Defendant. )

#### CONFIDENTIAL

VIDEO RECORDED 30(b)(6) DEPOSITION OF ZUFFA, LLC

BY IKE LAWRENCE EPSTEIN

December 2, 2016

LAS VEGAS, NEVADA

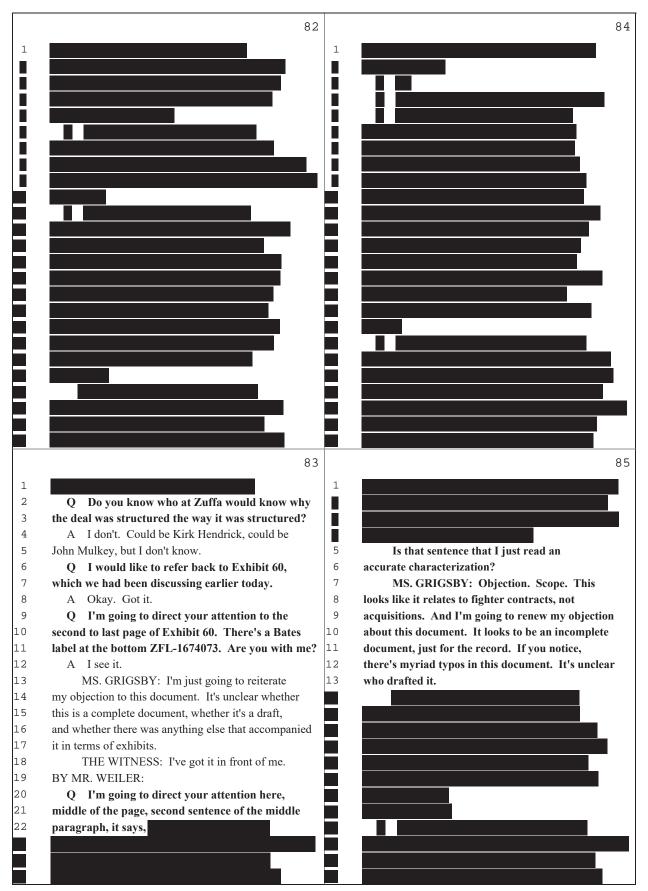
11:29 A.M.

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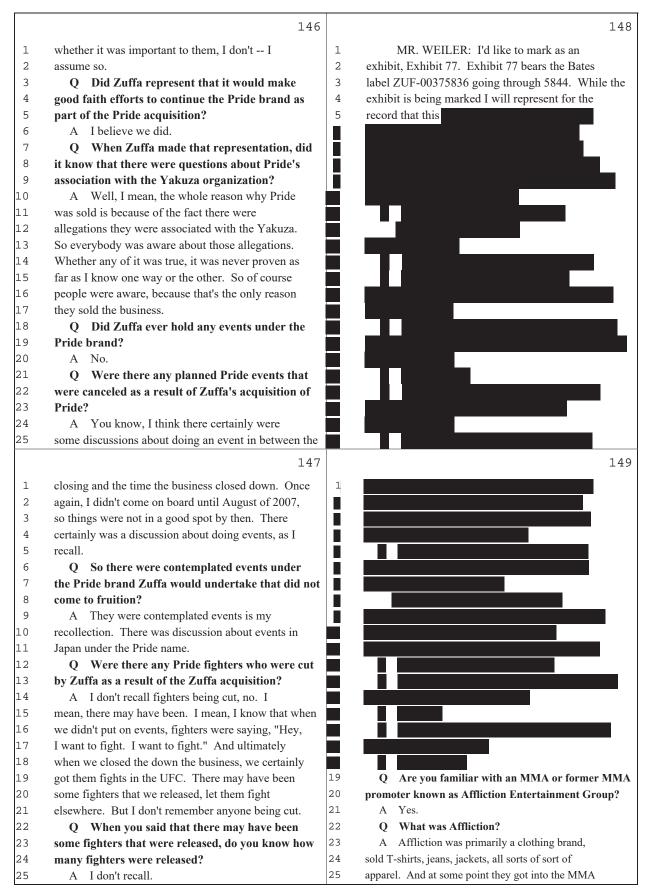
Sarah Padilla, CCR NO. 929

Job No: 47777

#### IKE LAWRENCE EPSTEIN - CONFIDENTIAL



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#### IKE LAWRENCE EPSTEIN - CONFIDENTIAL

150 152 1 1 is there a date on this besides the print date? promotion business. 2 2 MR. WEILER: Yeah. I will represent for Q Did Zuffa acquire Affliction? 3 3 the record that this is dated October 23rd, 2008. A Yes. 4 Q How did Zuffa come to acquire Affliction? But I can't for the life of me tell you how I know 5 5 that by looking at this exhibit. For the record, a A Well, just so we are clear, we acquired 6 some assets from Affliction. We didn't acquire the 6 number of the comments starting at pages 2 and to 7 7 clothing brand or the manufacturing facilities and page 7 of the document are dated October 23rd, 2008. 8 8 all that stuff. (Exhibit 78 was marked.) 9 BY MR. WEILER: 10 Q Sir, I'd like to read you the passage from 11 this document, the first paragraph that says "MMA 12 Weekly reports that UFC and Affliction executives But we didn't acquire Affliction, the brand, the 13 met late last month to build a formal partnership apparel brand, obviously. 14 that would allow Affliction to return to the UFC as 15 a major clothing sponsor and work with the UFC to 16 create co-branded apparel. In exchange, Affliction 17 would agree to cease operations as a fight promotion 18 and allow the UFC to buy out several of their 19 fighter contracts." Do you see where it says that? 20 They were doing an A Yes. event -- they'd done a couple events. They were 21 Q Did the UFC have negotiations with 22 doing an event that headlined with Josh Barnett and 22 Affliction in October 2008 regarding Affliction 23 23 Fedor Emelianenko. ceasing its operations as a fight promotion and 24 24 becoming a sponsor of the UFC? Josh Barnett, who had tested positive for 25 performance enhancing drugs in the past was the 25 A I don't remember the exact dates, but the 151 153 1 subject of a prefight drug test by the California 1 problem that we have with Affliction is that they 2 were essentially advertising an MMA brand within our Athletic Commission. When that drug test was 2 3 returned and it was positive, they refused to issue 3 organization. So obviously, that didn't make any 4 Josh Barnett -- and this happened just days before 4 sense. We weren't going to allow them to come into 5 the event -- a license to participate. And as a 5 our UFC events and have branding that was associated 6 result, Affliction canceled the event. 6 with another promotion. So we certainly had a 7 Shortly thereafter, they contacted --7 discussion with them, "Listen, if you guys are in 8 their lawyer contacted me and said, you know, "We're 8 business of promoting MMA events, you're free to 9 9 looking to get out of this business. Would you be advertise anywhere in the planet you want. But 10 10 interested in acquiring the assets of the company?" you're not going to be part of our events. If 11 And we said we really weren't that interested in it. 11 you're not going to be in that business, then maybe 12 And they said, "Well, would you just take over the 12 we can work on a deal where were we can work 13 fighter liability and fighter contracts and we'll 13 together. But we're not going to advertise a 14 give you the library?" And so we decided to do it. 14 competitive brand in our own product. That makes no 15 15 sense. And no business would ever do that." Those 16 were the nature of the discussions. 17 Q I see. Who negotiated the -- strike that. 18 Who was the primary negotiator, if anyone, 19 at Zuffa regarding the Affliction negotiation? 20 Q I would like to mark as an exhibit, 20 A You know, once again, with a small 21 Exhibit 78, a document that appears to be an article 21 management group, I think all of us were certainly 22 published in Cage Potato MMA called "Affliction UFC 22 involved in it. When I say "all of us," myself, 23 Truce Falls Apart, UFC Bans Another Brand." 23 Kirk Hendrick, John Mulkey, Lorenzo Fertitta, and 24 A All right. 24 Dana White. I certainly had a role in negotiating 25 25 MS. GRIGSBY: Counsel, I just want to -that deal because I had a relationship with the

39 (Pages 150 to 153)

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### IKE LAWRENCE EPSTEIN - CONFIDENTIAL

	238		240
1		1	INSTRUCTIONS TO WITNESS
2	STATE OF)	2	
3	) .cc	3	Please read your deposition over carefully
4	COUNTY OF)	4	and make any necessary corrections. You should state
5		5	the reason in the appropriate space on the errata
6		6	sheet for any corrections that are made.
7	I, IKE LAWRENCE EPSTEIN, the witness	7	After doing so, please sign the errata sheet
8	herein, having read the foregoing	8	and date it.
9	testimony of the pages of this deposition,	9	You are signing same subject to the changes
10	do hereby certify it to be a true and	10	you have noted on the errata sheet, which will be
11	correct transcript, subject to the	11	attached to your deposition.
12	corrections, if any, shown on the attached	12	It is imperative that you return the original
13	page.	13	errata sheet to the deposing attorney within thirty
14	1 8	14	(30) days of receipt of the deposition transcript by
15		15	you. If you fail to do so, the deposition transcript
16	IKE LAWRENCE EPSTEIN	16	may be deemed to be accurate and may be used in court.
17		17	
18		18	
19		19	
20	Sworn and subscribed to before me,	20	
21	this day of, 2016.	21	
22	uns, 2010.	22	
23		23	
24	Notary Public	24	
25	110th 1 done	25	
	239		241
1	STATE OF NEVADA)	1	ERRATA
	) Ss	2	
2	COUNTY OF CLARK)	3	
3		4	
4	I, Sarah Padilla, a duly commissioned and	5	I wish to make the following changes,
5	licensed court reporter, Clark County, State of Nevada,	6	for the following reasons:
6	do hereby certify: That I reported the taking of the	7	
7 8	deposition of the witness, IKE LAWRENCE EPSTEIN, commencing on Friday, December 2, 2016, at 11:39 A.M.; That prior to	8	PAGE LINE
9	being examined, the witness was, by me, duly sworn to testify	9	CHANGE:
10	to the truth; That thereafter I transcribed my shorthand notes	10	REASON:
11	into typewriting and that the typewritten transcript of said	11	CHANGE:
12	deposition is a complete, true, and accurate record of said	12	REASON:
13	shorthand notes. I further certify that I am not a relative	13	CHANGE:
14	or employee of any attorney or counsel of any of the parties	14	REASON:
15	nor a relative or employee of an attorney or counsel involved	15	CHANGE:
16	in said action, nor a person financially interested in the	16	REASON:
17	action; that a request [x] has [] has not been made to review	17	CHANGE:
18	the transcript.	18	REASON:
19	IN WITNESS WHEREOF, I have hereunto set my	19	CHANGE:
20	hand in the County of Clark, State of Nevada, this 22nd	20	REASON:
21	day of December.	21	10.10011.
22		22	
23	SARAH PADILLA, CCR 929	23	WITNESS' SIGNATURE DATE
24	SAKAH I ADILLA, CCK 727	24	WITHER SIGNATURE DATE
25		25	

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